RECENT IMPORTANT DECISIONS

AGENCY—AGENT'S LIABILITY WHEN NAME OF PRINCIPAL IS UNDISCLOSED. —Defendant, a well known firm of marine insurance agents, employed plaintiff to render services in releasing a stranded vessel. The names of the underwriters in whose behalf the work was done were not disclosed. *Held,* defendants were not personally liable to pay for the services. *Great Lakes Towing Co.* v. *Worthington et al.* (1906), — D. C., W. D., N. Y. —, 147 Fed. Rep. 926.

The case is briefly reported and no authorities are cited. The ratio decidendi seems to be that it was the duty of the plaintiff to ascertain the names of the insurers, as they knew the nature of the defendants' business and their character as agents, and as such information might easily have been obtained. While this principle finds some support, it is believed that it is against the weight of authority. When neither the fact of agency nor the name of the principal is disclosed, the agent is undoubtedly liable personally. "The same principle will apply to contracts made by agents, where they are known to be agents, and acting in that character, but the name of their principal is not disclosed; for, until such disclosure, it is impossible to suppose, that the other contracting party is willing to enter into a contract, exonerating the agent, and trusting to an unknown principal, who may be insolvent or incapable of binding himself." STORY, AGENCY, § 267. To the same effect: TIFFANY, AGENCY, p. 362; *Thomson* v. *Davenport,* 9 B. & Cress, 78; *Worthington* v. *Cowles,* 112 Mass. 30; *Soutter* v. *Stoeckle,* 6 Ohio Dec. Reprint, 1054; *Cobb* v. *Knapp,* 71 N. Y. 348. In *Holt et al.* v. *Ross,* 54 N. Y. 472, defendant, an express company, presented a draft to the plaintiffs for payment which had been fraudulently endorsed. Plaintiffs recovered the amount of the draft. "It matters not that the general business of the express company was to act as agent for others." * * * "It was not the duty of the plaintiffs to inquire before paying whether the express company was acting as principal or agent." WHARTON, AGENCY, § 502, would limit the rule to trades where it has been established by usage, as in the case of auctioneers and factors, citing *Fleet* v. *Murton,* L. R. 7 Q. B. 126; *Hutchinson* v. *Tatham,* L. R. 8 C. P. 482. In principle it would seem that the defendants in the main case should be personally liable. They were the conspicuous contracting parties. It was in their power to escape liability by naming their principal. Failing to do so they have elected to act on their own credit. The doctrine of the principal case finds qualified support in *Lyon* v. *Williams,* 5 Gray, 557, and in *Fleet* v. *Murton,* and *Hutchinson* v. *Tatham, supra.*

ATTORNEY AND CLIENT—ADMISSION TO PRACTICE—MORAL CHARACTER.— Revisal of 1905 of North Carolina, § 207, relating to the admission of attorneys, provides that, "all applicants who shall satisfy the court of their competent knowledge of the law shall receive license to practice in the courts of this State." Section 208 provides that before being allowed to stand an examination, each applicant must comply with certain conditions, among which is one that, "he must file with the clerk of the court, a certificate of good moral char-